

MEMORANDUM OF AGREEMENT made as of the 10TH day of February 2022

BETWEEN:

OTTAWA POLICE SERVICES BOARD
(hereinafter the OPSB)

- and -

OTTAWA POLICE SERVICE
(hereinafter the OPS)

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AS REPRESENTED BY

THE ROYAL CANADIAN MOUNTED POLICE
(hereinafter referred to as the RCMP)

**Regarding OPS's Request for Emergency Assistance from the RCMP in the Freedom
Convoy Canada Unity Rally in Ottawa**

WHEREAS on January 28, 2022, the Freedom Convoy Canada Unity (hereinafter the Rally) arrived in Ottawa, Ontario;

AND WHEREAS the Chief of the Police of the OPS is responsible for the preservation and maintenance of the public peace and the prevention of crime within the City of Ottawa, the deployment of police resources, and, more specifically in relation to the Rally, the following:

- A) to respond to potential demonstrations, protests and other community action taken before, during and after the Rally in the City of Ottawa; and
- B) to assist in the protection of the Rally participants and their delegations when in or traveling in the City of Ottawa.

AND WHEREAS the OPS and the RCMP wish to enter into an agreement whereby the OPS utilizes members of the RCMP subject to certain terms and conditions;

AND WHEREAS the Ottawa Police Services Board is responsible for the OPS;

AND WHEREAS the OPS is a police service constituted under and subject to the *Police Services Act* and its associated Regulations and the RCMP is a police force continued under and subject to the *Royal Canadian Mounted Police Act* and its associated Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSES that the OPS has requested the Services of the RCMP in relation to the Rally, and the RCMP has agreed to provide such Services and in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions as set out in it, **THE PARTIES AGREE AS FOLLOWS:**

1 DEFINITIONS

- 1.1 **“Chief of Police (OPS)”** means the Chief of Police of the OPS appointed pursuant to section 31(1)(d) of the *Police Services Act*. The Chief of Police (OPS) is responsible for administering and overseeing the operation of the OPS pursuant to section 41 of the *Police Services Act*;
- 1.2 **“Commissioner”** means the Commissioner of the RCMP appointed pursuant to section 5(1) of the *RCMP Act*. The Commissioner is responsible for administering and overseeing the operation of the RCMP;
- 1.3 **“City of Ottawa”** means either the geographical area of the municipality of Ottawa or the municipal corporation of Ottawa under the laws of Ontario, as the context herein requires;
- 1.4 **“Event Commander”** is OPS Superintendent Chris Rheaume who has overall operational control of the Rally event;
- 1.5 **“Integrated Public Affairs Team”** means a team of communication and media professionals representing the police services involved in the integrated planning for the Rally whose purpose is to ensure accurate, timely, consistent, and transparent messaging through various mediums to the public;
- 1.6 **“Memorandum of Agreement”** or **“MOA”** means this agreement between the OPS, the OPSB and the RCMP relating to the deployment of members of the RCMP to assist the OPS with the Rally event.
- 1.7 **“National Capital Region”** is an official federal designation for the Canadian Capital of Ottawa, Ontario, the neighbouring city of Gatineau, Quebec and the surrounding urban and rural communities. The term National Capital Region is often used to describe the Ottawa-Gatineau metropolitan area;
- 1.8 **“OPS”** means the Ottawa Police Service, being the municipal police service of Ottawa operating under the *Police Services Act*;
- 1.9 **“OPS Liaison Officer”** means a member of the OPS who is designated by the OPS Event Commander to liaise directly with the RCMP and other assisting police services;
- 1.10 **“Overtime”** means time continuously spent on duty of at least 30 minutes’ duration beyond a member’s normal hours of duty on any shift and shall be calculated to the nearest hour or half hour, or otherwise as defined in the collective agreement of the RCMP.

- 1.11 **“Party”** means the OPS, the OPSB or the RCMP;
- 1.12 **“Police Services Board”** has the same meaning given in the *Police Services Act*;
- 1.13 **“RCMP Officer in Charge”** means the RCMP Unit Commander, who is responsible for the implementation of the strategic objectives of the Rally event as set out by the Event Commander, who is a member of the OPS;
- 1.14 **“Receipt”** means an original receipt and does not include a photocopy of an original receipt;
- 1.15 **“Senior Officer (OPS)”** means a member of the OPS holding the rank of Inspector or higher, or a member acting in that capacity;
- 1.16 **“Services”** means the services of the RCMP and related resources during the Rally occurring in Ottawa between approximately February 4, 2022 to February 14, 2022;
- 1.17 **“RCMP”** means the Royal Canadian Mounted Police;
- 1.18 **“National Capital Region Command Centre (NCRCC)”** means the joint command centre responsible for the overall command and control of police operations relating to public security within the City of Ottawa during the Rally-related demonstrations in the National Capital Region.

2 RESPONSIBILITIES OF THE RCMP

- 2.1 The RCMP agrees to deploy to Ottawa:
 - 2.1.1 Up to 250 members of the RCMP which will consist of a Incident Commanders, scribes, officers and any Support Teams along with the appropriate issued equipment, including radios and gas masks.
 - 2.1.2 For greater certainty, a listing of the RCMP members being deployed and their respective rank/classification and function is attached to this MOA as Appendix “A”.
 - 2.1.3 Provision for over 250 members will be subject to further agreement of the Parties.
- 2.2 The RCMP will ensure that the RCMP members deployed to provide Services under this MOA will provide receipts for all related costs and provide same to the OPS to the level of detail required by the OPS.
- 2.3 The RCMP members will follow directives issued by the OPS concerning deployment.
- 2.4 The RCMP members will familiarize themselves with, and be knowledgeable of, the OPS Operational Plan.

- 2.5 The RCMP will ensure that any member injured while performing duties, or duties otherwise related to the Rally, completes and submits the Workplace Safety and Insurance Board Form 7 within three (3) days of the injury.
- 2.6 The RCMP will provide and attach to this MOA as Appendix "C", an inventory of the member munitions.
- 2.7 The RCMP will ensure that all firearms are legally stored while in Ottawa, in accordance with RCMP policy and all applicable legislation.
- 2.8 The RCMP will ensure that RCMP members in the provision of Services produce to the OPS Liaison Officer, at the conclusion of the Services, copies of any and all event-generated notes, reports or other documentation. The Parties shall archive all notes, reports or other documentation referred to above in accordance with RCMP policy.

3 RESPONSIBILITIES OF THE OPS

- 3.1 The OPS will provide a copy of the Rally Operational Plan to the RCMP Senior Commander and to the RCMP Officer in Charge.
- 3.2 The OPS will provide Rally site familiarization and orientation for RCMP members.
- 3.3 The OPSB will provide for deployed RCMP members to be appointed as special constables under section 53 of the *Police Services Act* for the purpose of carrying out their duties under this MOA. OPS acknowledges that deployed members appointed as special constables remain subject to the disciplinary and oversight provisions of the *RCMP Act*.
- 3.4 The OPS will schedule briefings for all RCMP members as to any developments with an operational implication.
- 3.5 The OPS will provide and assign a liaison officer to the RCMP Senior Commander and to the RCMP Officer in Charge.
- 3.6 The OPS will provide information and updates to the RCMP in a timely manner.
- 3.7 The OPS will arrange for the provision of emergency medical services required by RCMP during the provision of Services.

4 TERM AND TERMINATION

- 4.1 This MOA will be effective upon execution and, unless terminated, continues in full force and effect until the completion of the Services.
- 4.2 This MOA is subject to termination by either Party at any time in writing. For clarity, the RCMP has the right to immediately withdraw the Services provided under this MOA at any time.

5 DURATION

- 5.1 The Rally began on January 29, 2022. It is expected that the need for the RCMP members will extend from February 4, 2022 to February 14, 2022.
- 5.2 Where operational requirements change and the need for RCMP resources under this MOA reduce, the Event Commander may release members of the RCMP earlier than the dates specified above. When members of the RCMP are released under this section, expenses will be calculated up to the release date. The Event Commander undertakes to provide as much notice as is possible under this section.
- 5.3 The OPS hereby agrees to provide ongoing information to the RCMP concerning the duration of the Services as soon as is possible.

6 EXPENSES

- 6.1 The OPS will reimburse the RCMP for any justifiable and reasonable incremental expenses associated with the Services provided. For greater certainty, the OPS will provide reimbursement for the following:
 - a) meals while in transit;
 - b) travel
 - c) accommodations subject to 6.1.2
 - d) fuel;
 - e) equipment and vehicle rentals;
 - f) salary;
 - g) claimed overtime;
 - h) benefits; and
 - i) supplies.
- 6.1.1 For greater certainty, the RCMP will provide the OPS with a proposed list of all anticipated expenses that will be incurred by the RCMP in accordance with section 6.1. The proposed list of expenses will be submitted to the OPS prior to March 4, 2022.
- 6.1.2 Any extraordinary expenses or equipment or supply purchases to be claimed by the RCMP will require preapproval by the OPS. "Extraordinary expenses" are those expenses that are beyond the reasonable and regular costs associated with the Services provided.
- 6.2 The RCMP will submit all claims for expenses to the Chief Financial Officer of the OPS within 90 days of the conclusion of the Services. All claims may be subject to audit. OPS will pay such invoices within 30 days of receipt.

7 TRAVEL AND ACCOMMODATION

- 7.1 The OPS will provide the following items and make the following arrangements:

- 7.1.1 Meals: Subject to 6.3, The OPS will be responsible for making arrangements to ensure meals are provided to RCMP members who are in the City of Ottawa and providing the Services as set out under this MOA. If a RCMP member does not receive a meal as entitled under this section, the OPS will be responsible for any costs, supported by receipts or applicable per diem rates as established by Treasury Board of Canada, that the RCMP incurs as a result.
- 7.1.2 Accommodations: While in the City of Ottawa, accommodations will be provided to the RCMP members, at the cost of the OPS, at a facility predetermined by the OPS (i.e. Marriott Ottawa East & Fairfield Inn & Suites airport). The RCMP is responsible for making arrangements and approving in advance all accommodations. Any associated costs will be invoiced back to the OPS.
- 7.2 The OPS will not be responsible for any increase in costs related to a RCMP member traveling to or from Ottawa where such increase in cost is attributable to the RCMP member for reasons not directly related to the provision of Services as set out in this MOA.

8 COMPLAINT INVESTIGATIONS AND SERIOUS INCIDENTS

- 8.1 The OPS understands that the conduct of RCMP members remains subject during deployment during the Services to Parts VI and VII of the *RCMP Act*. Serious incidents will be investigated in accordance with Part VII.1 of the *RCMP Act*.

9 LEGAL PROCEEDINGS AND INDEMNIFICATION

- 9.1 Each of the OPS/OPSB and the RCMP will provide notice of any tribunal or legal proceedings, including without limitation criminal or civil proceedings, Coroner's inquests, or Board or Commission of Inquiry, which may impact upon the other Party or its members.
- 9.2 The Parties agree to co-operate to the extent possible in any such proceeding.
- 9.3 All direct costs incurred by a member of the RCMP arising from duties associated with the Rally with respect to a tribunal or legal proceeding shall be borne by the OPSB, including reimbursement for legal costs, unless the costs arise from willful misconduct or criminal conduct of a member of the RCMP.
- 9.4 The OPSB will indemnify the RCMP, its members, employees and agents against any costs, losses, expenses or liabilities incurred as a result of a claim, inquiry or proceeding related to this MOA or the OPS, or caused by any wrongful act or omission of the OPS, its employees or agents and any or all of their successors and assigns, except in the cases of willful misconduct or criminal conduct on the part of a member of the RCMP.

10 COMMAND AND CONTROL REPORTING

- 10.1 The command and control of police operations relating to public security within the City of Ottawa during the Rally is based on a unified command structure centered in

the NCRCC under the direction of the Unified Steering Committee. The NCRCC is jointly operated by the OPS and the RCMP.

- 10.2 Within the City of Ottawa there are sites which are, by law, under the jurisdiction of the Royal Canadian Mounted Police or the Parliamentary Protection Services. The remainder of the City of Ottawa is within the jurisdiction of the OPS. As such, for the duration of the Rally, there will be an Incident Commander for each jurisdiction.
- 10.3 Operational commands will be issued to the deployed RCMP through the OPS Incident Commander.
- 10.4 The OPS will provide the RCMP with the Operational Plan, Major Event Policy, and Public Order Unit Policy prior to the deployment.
- 10.5 An OPS Senior Officer will be identified to liaise with the RCMP Senior Commander for administrative issues affecting the RCMP.
- 10.6 The deployment of the RCMP will be determined by the Incident Commander. Once deployed, the RCMP Officer in Charge will be responsible for the control and direction of RCMP Section Leaders and RCMP officers.
- 10.7 Operational issues or concerns affecting the RCMP members shall be communicated as soon as possible through the Incident Commander.
- 10.8 The RCMP shall ensure that all RCMP members bear personal visible identifiers when deployed.
- 10.9 The OPS will assign one police representative to act as a direct liaison to the RCMP Officer in Charge and provide local information and context.

11 TRAINED PERSONNEL

- 11.1 Only members of the RCMP who are in compliance with any training required for deployment and use of force under the *RCMP Act* and applicable Regulations, including the Use of Force Training, shall perform duties in respect of the provision of Services.
- 11.2 Without limiting the generality of the above article, only members of the RCMP who have successfully completed the requisite training and testing in relation to the use of gas masks shall perform duties in respect of the provision of Public Order Services.
- 11.3 In the event that a member has not received the requisite training and testing in relation to the use of gas masks prior to start date specified in this MOA, the RCMP will provide, and be responsible for, such training while in the City of Ottawa, and prior to the Rally.

12 RESPECTFUL WORKPLACE PROGRAM

- 12.1 The OPS adheres to a Respectful Workplace Program (Program) which is based upon a duty to provide and maintain a climate of understanding and mutual respect for equality, dignity, and human rights. The intent of the Program is to ensure that each and every person operating within the OPS is responsible and accountable for fostering and promoting respectful interactions with each other and in the provision of service delivery. The members of the RCMP deployed to Ottawa for the Rally are encouraged to follow the spirit and philosophy of the Respectful Workplace Program. The members of the RCMP deployed to Ottawa for the Rally will be entitled to the benefits and protection of this Program. Further information on the OPS Respectful Workplace Program can be provided by the OPS at the request of a member of the RCMP.

13 MEDIA RELATIONS

- 13.1 Media relations involving the Rally will be the responsibility of the Rally Integrated Public Affairs Team. In the event of specific requests for media access made to the RCMP, the RCMP agrees to consult with the Integrated Public Affairs Team.

14 INSURANCE

- 14.1 During the term of this MOA, the OPSB and the OPS shall obtain and maintain in full force and effect general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:
- 14.1.1 Have inclusive limits of not less than Ten Million Dollars (\$10,000,000.00) for injury, loss or damage resulting from any one occurrence;
 - 14.1.2 Contain a cross-liability clause endorsement of standard wording; and
 - 14.1.3 Name the RCMP and its members, employees and agents as additional insureds with respect to any of the obligations under this MOA, the provision of Services under this MOA, or any claim arising from the Rally related duties.
- 14.2 A Certificate of Insurance shall be attached as Appendix "B" to this MOA.
- 14.3 The RCMP agrees to assist in the defence of any action, claim, or other proceeding which may arise in the provision of its Services during the Rally.

15 NOTICES

- 15.1 Notices under this MOA shall be in writing and sent by personal delivery, facsimile transmission ("fax") or electronic mail ("email").
- 15.2 Notices by personal delivery, fax, or email shall be deemed to have been received at the time of delivery or transmission.

15.3 Notices to the Parties shall be sent to the following addresses:

Royal Canadian Mounted Police
Deputy Commissioner, Federal Policing
Michael Duheme
73 Leikin Drive
Ottawa, Ontario
K1A 0R2
Fax: (613) 825-1391
Email: Michael.Duheme@rcmp-grc.gc.ca

Ottawa Police Service
Chief Peter Sloly
P.O. Box 9634, Station T
Ottawa Ontario
K1G 6H5
Fax: (613) 236-9360
Email: slolyp@ottawapolice.ca

Ottawa Police Services Board
Chair Diane Deans
110 Laurier Ave. W
Ottawa Ontario
K1P 1J1
Fax: (613) 580-2728
Email: diane.deans@ottawa.ca

The Parties may designate in writing to each other a change of address at any time.

16 REPRESENTATIVES

- 16.1 The RCMP Representative for responding to requests is Deputy Commissioner, Federal Policing Michael Duheme. The OPS Representative for responding to requests is Chief Peter Sloly.
- 16.2 Each Party may designate a different representative by written notice to the other Party.

17 REPRESENTATIONS AND WARRANTIES

- 17.1 All representations, warranties, covenants and limitations of liability, indemnification and insurance clauses in this MOA shall survive in full force and effect after the termination or expiry of this MOA.

18 WAIVER

- 18.1 The failure of a Party to insist upon strict performance of a term of this MOA on one or more occasions will not be construed as a waiver of its rights to require strict

performance on further occasions; instead, all obligations shall continue with full force and effect.

19 AMENDMENTS, ALTERATIONS AND ADDITIONS

- 19.1 This MOA may be amended in writing on consent of the Parties.
- 19.2 If any part of this MOA is struck for illegality or other reasons, the remainder will survive.
- 19.3 Appendix A may be revised at any time during the term of the MOA, and requires only the consent of Supt. Mark Patterson (OPS) and Supt. Mike O'Beirne (RCMP) or their delegates. Revised copies of Appendix A will be distributed for the Parties' records in accordance with article 15 of the MOA

20 GOVERNING LAW

- 20.1 This MOA and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal and provincial laws applicable therein. The Parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this MOA. The Parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

21 DISPUTE RESOLUTION

- 21.1 The Parties are committed to working together in a cooperative manner and recognize that this requires a commitment of time and energy. In the event of a dispute arising from the interpretation or operation of this MOA, it will be referred to the Parties' representatives identified this MOA, to resolve the matter amicably.

22 HEADINGS

- 22.1 The Parties agree that the headings in the MOA form no part of the MOA and have been inserted for convenience of reference only.

23 EXECUTION

- 23.1 This MOA may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

24 ENTIRE AGREEMENT

- 24.1 This MOA, including its Appendices constitutes the entire agreement between the Parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Agreement.

DATED AT Ottawa, Ontario this 10th day of February, 2022

Per: 

Michael Duheme,
Deputy Commissioner
Federal Policing
Royal Canadian Mounted Police

DATED AT Ottawa, Ontario this 8th day of February 2022.

Per: 

Peter Sloly, Chief of Police,
Ottawa Police Service

Per: 

Diane Deans,
Ottawa Police Services Board

Appendix “A”
List of RCMP Members

Appendix “B”
OPS Certificate of Insurance

Appendix “C”

Inventory List of RCMP POU and Regular Uniform Member Munitions